CONSTITUTIONAL LAW—EXECUTION AGAINST STATE.—In the original cause of *Virginia* v. *West Virginia* (238 U. S. 202, 59 L. Ed. 1272, 35 Sup. Ct. Rep. 795) a decree was rendered in favor of Virginia and against West Virginia for $12,393,929.50, the court adjudicating this amount to be due to the former state as the equitable proportion of the public debt of the original state of Virginia which was assumed by the State of West Virginia at the time of its creation as a state. This amount not being paid, the state of Virginia prayed for a writ of execution against the state of West Virginia. *Held,* the petition should be denied, inasmuch as the defendant had no power to pay the judgment in question except through the legislative department of its government, and the state legislature had not met since the rendition of the judgment. *Commonwealth of Virginia* v. *State of West Virginia,* 241 U. S. 531, 36 Sup. Ct. 719.

Counsel for defendant had resisted the granting of the execution on several grounds; among others was the argument that although the Constitution imposes upon the Supreme Court the duty, and grants it full power, to consider controversies between states, and therefore authority to render the decree in question, yet with the grant of jurisdiction there was conferred no authority whatever to enforce a money judgment against a state if, in the exercise of jurisdiction, such a judgment was entered. The court, having denied the execution for the reasons stated in the first paragraph, very wisely refused to answer the additional arguments that had been advanced by defendant's counsel. Article 3, Section 2 of the Constitution gives the Supreme Court original jurisdiction in cases arising between states. Among the cases in which the Supreme Court has exercised this branch of its original jurisdiction may be cited: *South Dakota* v. *North Carolina,* 192 U. S. 286, 24 Sup. Ct. 269, 48 L. Ed. 448; *Kansas* v. *Colorado,* 185 U. S. 125, 22 Sup. Ct. 552, 46 L. Ed. 838; *Missouri* v. *Illinois,* 180 U. S. 208, 21 Sup. Ct. 331, 45 L. Ed. 497; *Rhode Island* v. *Massachusetts,* 12 Pet. 657, 9 L. Ed. 1233; *New Jersey* v. *New York,* 5 Pet. 284, 8 L. Ed. 127. So far as the records disclose, the Supreme Court was not called upon in any one of the above cases to render an execution against the defendant state in order that the decree might be effectuated. Were this the case where a state had permitted itself to be sued by some private individual, the judgment would merely liquidate and establish the claim, and, without an express statutory provision, could not be collected by execution against the state or its property. *Westinghouse Electric & Manufacturing Co.* v. *Chambers,* 169 Cal. 131, 145 Pac. 1025; *Dabney* v. *Bank of State,* 3 S. C. (3 Rich.) 124. But inasmuch as it is quite probable that the legislature of West Virginia, when it next convenes, will provide for the payment of the judgment, it is not expected that the Supreme Court will find it necessary in order to enforce its decree to determine what action it would pursue in the event that a state refused to pay a judgment rendered against it.

CONSTITUTIONAL LAW—STATE REGULATION OF COMMERCE IN INTOXICATING LIQUORS.—The State of Texas in 1907 imposed a tax of $5,000.00 annually on each agency of every express company where intoxicating liquors were

delivered and the price collected on C. O. D. shipments. *Held,* such a statute is unconstitutional as it imposes a direct burden on interstate commerce contrary to the United States Constitution, Art. 1, ¶ 8, and one which is not permitted by the Wilson Act of Aug. 8th, 1890 (26 Stat. at L. 313; Chap. 728, Comp. Stat. 1913, ¶ 8738). *Rosenberger* v. *Pacific Express Co.,* 36 Sup. Ct. 510.

The facts giving rise to the case having occurred previous to the passage of the Penal Code enacted by Congress March 4, 1909 (35 Stat. at L. 1136; Chap. 321, Comp. Stat. 1913, § 10409) the provision thereof which prohibits common carriers from making interstate shipments of liquor C. O. D. was not enforced. For a like reason, the decision was reached without an application of the Webb-Kenyon law of March 1, 1913 (chap. 90, 37 Stat. at L. 699, Comp. Stat. 1913, § 8739). In view of the decision in *Rhodes* v. *Iowa,* 170 U. S. 412, 42 L. Ed. 1088, 18 Sup. Ct. 664, emasculating the Wilson Act of all its virility, except as to a prevention of a sale in the original package, by holding that the provisions of said act were not applicable until a consummation of the shipment had been effected by delivery into the hands of the consignee, it was to be expected that the court would consider the statute mentioned in the principal case to be a burden on interstate commerce, inasmuch as it would affect the shipment before delivery to consignee.

CONTRACTS—CONTINGENCIES BEYOND CONTROL.—Defendant in a written contract agreed to furnish chemicals for plaintiff. By the terms of the agreement cancellation was to be permitted in case of "contingencies beyond * * * control, fire, strikes, accidents to * * * works or * * * stock or change in the tariff." Defendant failed to comply with the contract, being unable to secure the goods, owing to the European war which arose subsequent to the agreement; defendant claimed this condition constituted a contingency beyond its control within the meaning of the contract. The lower court overruled this contention and defendant appealed. *Held,* that the defendant was justified in cancelling the contract on the happening of this contingency. *Thaddeus Davids Co.* v. *Hoffman-La Roche Chemical Works,* 160 N. Y. Supp. 973.

As a general rule in the construction of contracts, general expressions are restricted and limited by particular descriptions or recitals following them. *Newport Waterworks* v. *Taylor,* 34 R. I. 478, 83 Atl. 833; *Myers et al.* v. *Wood et al,* 173 Mo. App. 564, 158 S. W. 909; *Carter* v. *Chevalier,* 108 Ala. 563; *Miller* v. *Wagenhauser,* 18 Mo. App. 11. In *Corwin* v. *Hood,* 58 N. H. 401, the court based its decision on the ground that there is no absolute rule of construction, that the enumeration of particular terms after a general expression excludes other terms which might reasonably be included in the general expression. The principal case considers the real intention of the parties in using general and particular expressions and is in accord with *Jewel Tea Co.* v. *Watkins,* 26 Colo. App. 494, 145 Pac. 719; *Keiser* v. *Reading Suburban Real Estate Co.,* 43 Pa. Sup. Ct. 130; *Verbeck* v. *Peters,* 170 Ia. 610, 153 N. W. 215; *Taylor* v. *Buffalo Collieries Co.,* 72 W. Va. 353, 79 S. E. 27.